

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
Filed : Concurrently herewith  
Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
ANDREW VILCAUSKAS  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Andrew J. Vilcauskas, Jr., hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 13 years. I first became aware of the World Wide Web and the Internet in the Fall of 1995 and have since been working on cutting-edge Internet technology. I am one of the original founders of ExitExchange Corporation and am presently the President of ExitExchange Corporation

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2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

3. On or about May 23, 2001 I reviewed Unicast's Web site ([www.unicast.com](http://www.unicast.com)) and specifically [http://www.unicast.com/pressroom/pr/oct18\\_99.html](http://www.unicast.com/pressroom/pr/oct18_99.html). This reference specifically states:

"Superstitials are non-banner rich media ads that can be any size on the screen and can be authored in most any creative format. Pre-loaded using a patent-pending 'polite' delivery system that eliminates the latency problems often experienced with streaming online advertising solutions, SUPERSTITIALs only play on a user-initiated break in surfing, such as a mouse click. Furthermore, SUPERSTITIALs never play until fully loaded, ensuring that every user gets a consistent and complete brand message and that each advertiser pays only for guaranteed impressions." (Emphasis supplied.)

Although this terminology is similar to the terms used to describe ExitExchange's advertising method, other language found at Unicast's Web site clarifies that the technologies are distinct. Specifically, language from the same article refers to the technology as "cache and play delivery." Further, in the October 1999 report by Millward Brown Interactive on "Evaluating the Effectiveness of the SUPERSTITIAL™" (which is accessible from Unicast's Web site) specifically groups Unicast's Superstitial technology as "highly visible 'pop-up' style advertising." Similarly, in a recent article (accessible from Unicast's Web site) in WSJ.com, The

Wall Street Journal on "Choices, Choices, A Look at the Pros and Cons of Various Types of Web Advertising" (April 23, 2001), Unicast's Superstitials are grouped with pop-up ads. Further, in this article Unicast is quoted as saying that "it has developed rich-media ads with an edge: technology that allows an ad to pop up without slowing down the loading of the page behind it."

4. Based on my experience and Unicast's own information, I believe that a "user-initiated break in surfing" means that the user is taking a break from downloading Web pages. In other words, if a user requests a Web page, the advertisement does not begin to download until the Web page first downloads. Further, if the user request another page, the download of the advertisement halts. Once the download of the second page is complete, the download of the advertisement continues until the download process is completed or halted by the user's request for yet another Web page. So long as the user continues to request Web pages, the advertisement does not download completely. Once the user pauses in his surfing, the download process is allowed to complete and once complete, the advertisement is immediately displayed.

5. It is my belief that Unicast's Superstitial Technology is distinct from the technology of the present invention. Specifically, I believe that "a user-initiated break in surfing" is distinct from and does not obviate the "view triggering event" of the present invention.

6. Significant other differences exist between the technologies.

7. It is my belief that even if the Superstitial technology referred to on the Unicast Web site is similar to that employed by ExitExchange, Unicast's conception was subsequent to our date of conception. I, along with Matthew Middleton, explained our idea for a post-session Internet advertising method to Derk Wehler, a representative of potential investors,

in September 1997. This disclosure was made subject to a confidentiality agreement. Further, we first conceived the idea for and began to develop the technology for a post-session Internet advertising method in late 1996. In addition, in reviewing Unicast's Web site I noticed that it bears a year 2000 copyright notice. The "user-initiated break" language first came to our attention on or about May 21, 2001.

I further declare that all statements made herein are of my own knowledge, are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: 5-24-01

  
ANDREW J. VILCAUSKAS, JR.

05866425-052401

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
Filed : Concurrently herewith  
Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
ROBERT D. BLOODGOOD III  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Robert D. Bloodgood III, hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 20 years. I first became aware of the World Wide Web and the Internet in the Fall of 1995 and have since been working on cutting-edge Internet technology. I am one of the original founders of ExitExchange Corporation and am presently the Chief Technical Officer of ExitExchange Corporation

2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

3. On or about May 23, 2001 I reviewed Unicast's Web site ([www.unicast.com](http://www.unicast.com)) and specifically [http://www.unicast.com/pressroom/pr/oct18\\_99.html](http://www.unicast.com/pressroom/pr/oct18_99.html). This reference specifically states:

"Superstitials are non-banner rich media ads that can be any size on the screen and can be authored in most any creative format. Pre-loaded using a patent-pending 'polite' delivery system that eliminates the latency problems often experienced with streaming online advertising solutions, SUPERSTITIALs only play on a user-initiated break in surfing, such as a mouse click. Furthermore, SUPERSTITIALs never play until fully loaded, ensuring that every user gets a consistent and complete brand message and that each advertiser pays only for guaranteed impressions." (Emphasis supplied.)

Although this terminology is similar to the terms used to describe ExitExchange's advertising method, other language found at Unicast's Web site clarifies that the technologies are distinct. Specifically, language from the same article refers to the technology as "cache and play delivery." Further, in the October 1999 report by Millward Brown Interactive on "Evaluating the Effectiveness of the SUPERSTITIAL<sup>TM</sup>" (which is accessible from Unicast's Web site) specifically groups Unicast's Superstitial technology as "highly visible 'pop-up' style advertising." Similarly, in a recent article (accessible from Unicast's Web site) in WSJ.com, The

Wall Street Journal on "Choices, Choices, A Look at the Pros and Cons of Various Types of Web Advertising" (April 23, 2001), Unicast's Superstitials are grouped with pop-up ads. Further, in this article Unicast is quoted as saying that "it has developed rich-media ads with an edge: technology that allows an ad to pop up without slowing down the loading of the page behind it."

4. Based on my experience and Unicast's own information, I believe that a "user-initiated break in surfing" means that the user is taking a break from downloading Web pages. In other words, if a user requests a Web page, the advertisement does not begin to download until the Web page first downloads. Further, if the user request another page, the download of the advertisement halts. Once the download of the second page is complete, the download of the advertisement continues until the download process is completed or halted by the user's request for yet another Web page. So long as the user continues to request Web pages, the advertisement does not download completely. Once the user pauses in his surfing, the download process is allowed to complete and once complete, the advertisement is immediately displayed.

5. It is my belief that Unicast's Superstitial Technology is distinct from the technology of the present invention. Specifically, I believe that "a user-initiated break in surfing" is distinct from and does not obviate the "view triggering event" of the present invention.

6. Significant other differences exist between the technologies.

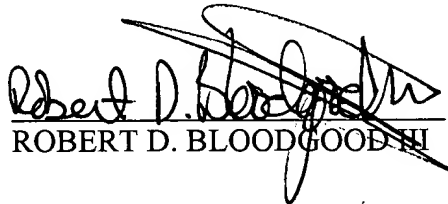
7. It is my belief that even if the Superstitial technology referred to on the Unicast Web site is similar to that employed by ExitExchange, Unicast's conception was subsequent to our date of conception. I, along with Andrew Vilcauskas and Matthew Middleton, began to develop the technology for a post-session Internet advertising method in late 1996. In

addition, in reviewing Unicast's Web site I noticed that it bears a year 2000 copyright notice.

The "user-initiated break" language first came to our attention on or about May 21, 2001.

I further declare that all statements made herein are of my own knowledge, are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: 5-24-01

  
ROBERT D. BLOODGOOD III

09865435-052401  
F07250-5249860



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
Filed : Concurrently herewith  
Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
MATTHEW G. MIDDLETON  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Matthew G. Middleton, hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 18 years. I first became aware of the World Wide Web and the Internet in 1994 and have since been working on cutting-edge Internet technology. I am one of the original founders of ExitExchange Corporation and am presently the Chief Operating Officer of ExitExchange Corporation.

2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

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Although this terminology is similar to the terms used to describe ExitExchange's advertising method, other language found at Unicast's Web site clarifies that the technologies are distinct. Specifically, language from the same article refers to the technology as "cache and play delivery." Further, in the October 1999 report by Millward Brown Interactive on "Evaluating the Effectiveness of the SUPERSTITIAL<sup>TM</sup>" (which is accessible from Unicast's Web site) specifically groups Unicast's Superstitial technology as "highly visible 'pop-up' style advertising." Similarly, in a recent article (accessible from Unicast's Web site) in WSJ.com, The

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6. Significant other differences exist between the technologies.

7. It is my belief that even if the Superstitial technology referred to on the Unicast Web site is similar to that employed by ExitExchange, Unicast's conception was subsequent to our date of conception. I, along with Andrew Vilcauskas, Jr., explained our idea for a post-session Internet advertising method to Derk Wehler, a representative of potential

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"04259-5249850"

investors, in September, 1997. This disclosure was made subject to a confidentiality agreement. Further, we first conceived the idea for and began to develop the technology for a post-session Internet advertising method in late 1996. In addition, in reviewing Unicast's Web site I noticed that it bears a year 2000 copyright notice. The "user-initiated break" language first came to our attention on or about May 21, 2001.

I further declare that all statements made herein are of my own knowledge, are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: May 24-2001

  
MATTHEW G. MIDDLETON

09866425-032401

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
PATENT APPLICATION EXAMINING OPERATIONS

Applicant : Andrew Vilcauskas, Jr., et al. Group Art Unit:  
Serial No. : Examiner:  
Filed : Concurrently herewith  
Title : POST-SESSION INTERNET ADVERTISING SYSTEM

AFFIDAVIT/DECLARATION OF  
BRYAN HUNTER  
UNDER 37 CFR §1.132

Miller Nash LLP  
3500 U.S. Bancorp Tower  
111 S.W. Fifth Avenue  
Portland, Oregon 97204  
May 24, 2001

Commissioner for Patents  
Box Patent Application  
Washington, DC 20231

Dear Sir:

I, Bryan Hunter, hereby declare as follows:

1. I am a resident of Portland, Oregon. I have been working with computer technology on a full-time basis for the past 13 years. I first became aware of the World Wide Web and the Internet in 1994 and have since been working on cutting-edge Internet technology. I am presently the Vice President of Sales of ExitExchange Corporation
2. I first became aware of the Unicast Internet Superstitial advertising method in early 2000 when I viewed a Web site that incorporated the Unicast's technology. At

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T0450-5249860

that time, Unicast's method first downloaded an advertisement or commercial to a cache memory and, second, immediately played the entire advertisement. Unicast's method appeared to be primarily directed to a method for downloading an advertisement without interfering with or slowing down network traffic initiated by a Web surfer viewer, i.e., requests for and downloads of Web pages. Unicast's method of immediately displaying an advertisement once it was fully downloaded into cache memory, however, was disruptive and interrupted the viewer's Web browsing experience.

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I further declare that all statements made herein are of my own knowledge, are true, and that all statements made on information and belief are believed to be true; and further

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FD-350 (Rev. 5-8-00)

that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated: 5-24-01

  
BRYAN HUNTER

09066425-050401